



State of Utah
SERVICE LEVEL AGREEMENT

Agreement Number: 4700.00.12

BETWEEN
THE DEPARTMENT OF TECHNOLOGY SERVICES
AND
THE DEPARTMENT OF WORKFORCE SERVICES

Effective Date: From: July 1, 2011 to: June 30, 2012
Amended Date: July 11, 2011

PURPOSE

This document defines and clarifies major information technology products and services provided by the Department of Technology Services (DTS) in support of the business objectives of the Department of Workforce Services (DWS).

CONTACT INFORMATION

DWS IT Director: Mark VanOrden
Phone: (801)526-9237
Cell: (801)514-6272
E-mail: mvanord@utah.gov

KEY BUSINESS PRODUCTS AND SERVICES

The key business products and services listed below will be provided to the Department of Workforce Services. Detailed information can be found in the applicable product description.

Key Products and Services

- Application Maintenance, including:
 - CUBS / Appeals
 - CATS
 - UWORKS
 - eREP
 - myCase
 - Content Manager
 - <http://jobs.utah.gov>
 - Internal Web Applications
 - eFind / eShare

- Data Warehouse Reporting
 - Federal Contracts; i.e. QCEW and WI Contracts
- New Application Development
- Desktop Support
- IVR Support
- Telecommuter Support
- Hosting
- Network Services
- Security

PERFORMANCE

As part of the Governor's efforts to reduce costs, support the green initiative, and improve operating efficiency DTS will continue to optimize its environment through FY 2012.

As we continue optimization of IT services, DTS recognizes that the Department of Workforce Services has unique IT requirements and skill requisites necessary to support the agency's business services.

It is the responsibility of the DTS IT Director assigned to the Department of Workforce Services to ensure the unique IT skill sets required to support the Department of Workforce Services are identified in order for DTS to provide the resources essential for the Department of Workforce Services business success.

DTS is therefore committed to support the agency IT Director by providing the skills and services necessary to enable the Department of Workforce Services business success.

With this scenario in place, DTS commits to delivering services as defined in this SLA and applicable product descriptions, including meeting the defined service level metrics.

While service-specific metrics may be defined in individual product descriptions, the Department of Workforce Services IT Director and DTS Chief Operating Officer will meet at least quarterly to review the following high level metrics as key indicators:

- First Call Problem Resolution Rate
- Responsiveness to Critical Needs
- Agency Key Business Application Availability as Identified in this SLA
- Agency Customer Satisfaction

In addition to the quarterly review of measures the Department of Workforce Services and DTS Executive Director/CIO will meet annually to review DTS performance levels and to review the performance of the IT Director.

DTS remains committed to helping the Department of Workforce Services meet its business objectives and to meeting or exceeding the performance standards achieved in FY-11.

ACCOUNTABILITY

The IT Director, Mark VanOrden, assigned to DWS will:

- Ensure the agency's business and technology services requirements are met.
- Coordinate and negotiate the development of proposed Agency Service Level Agreements (SLA) and ensure concurrence with the SLAs on behalf of the agency.
- Ensure that all DTS services adhere to requirements defined in the SLAs. Track and Report performance and effectiveness of delivered services.
- Ensure Agency projects are defined and completed according to time, budget and scope commitments. Track and Report status of projects using DTS approved methods and tools.

This individual will continue to report to the Executive Director of DTS to ensure easy access for escalation should service delivery not meet expectations. DTS will commit to consulting with the Department of Workforce Services for any change or reassignment of the Agency IT Director.

ENTERPRISE PRODUCTS AND SERVICES

DTS provides approximately 68 enterprise products and services with established rates, descriptions, and service metrics. For more regarding these products and services visit the DTS Web site at dts.utah.gov, select the shopping cart, then select DTS Product Descriptions under the Link section on the right hand side of the screen or you can call the DTS Customer Support Center at 801-538-3440 for assistance.

SECURITY AND CONFIDENTIALITY

All DTS staff that performs work for DWS will be subject to the same confidentiality requirements expected of DWS agency employees. DTS staff whose primary work location is a DWS facility will submit to the confidentiality requirements of agency staff, including signing of confidentiality agreements and participation in related training.

Further, all DTS staff assigned to provide services to DWS will complete a background check. The results of the background check must meet or exceed the requirements of DWS.

The IRS considers DTS, as a provider of services to the DWS, to be bound by the provisions of Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies and Entities. DTS will work cooperatively with the DWS to comply in order to protect all federal tax information in their possession or control. This includes:

- Safeguard Procedures Reports (SPR), required every six years or when any significant changes occur.
- Safeguard Activity Reports (SAR), required annually.
- Safeguard Reviews, including the current self assessment pilot and any future on-site reviews, as well as efforts required to resolve any findings.
- Compliance with Attachment A, Contract Language for General Services.
- Complete the customized security awareness course that includes disclosure awareness training as required by Publication 1075.
- Identifying all appropriate staff who will be required to sign the DWS confidentiality and disclosure awareness agreement.

All data centers where federal tax information is stored will be subject to inspection by DWS staff every 18 months. DTS will work with agency staff to address any findings identified during these inspections.

STANDARD PROCESSES

Change Management

Standard DTS Change Management processes apply to all products governed by this agreement.

Security Infrastructure

DTS provides basic security services which include perimeter firewall protection, intrusion detection, whole disk encryption, secure email, anti-virus, anti-spyware, web content filtering, and monitoring and notification for the State of Utah wide area network.

Rates and Billing

All products for which standard rates have been established will be billed in accordance with the current Enterprise Service Rates as established by the DTS Rates Committee. Placement of an order or a request for, or acceptance of, delivery of a standard product or service by the Department of Workforce Services constitutes an agreement to abide by the terms of the associated product description, including billing. Acceptance of such an order or request by DTS constitutes an agreement to provide the product or service as described in the associated product description. All other products will be provided and billed in accordance with a negotiated Memorandum of Understanding (MOU), Special Billing Agreement (SBA), or other agreement. Billing will continue until the agency enters an order to terminate the service with an effective date or until the agreement's end date is reached.

Purchasing

Pursuant to Utah Code Authority 63F-1-205/206 and DTS Rule R895, the Chief Information Officer (CIO) has supervision and control over all Information Technology contracts and purchases for the executive branch agencies. The CIO may delegate the authority to make small purchases to the agencies, but this delegation must be in writing

and may be limited as directed by the CIO. In order to comply with this mandate all IT purchases must be implemented via the DTS purchasing process in Remedy.

Service Desk

In order to track, report, and improve DTS support to the agencies it is necessary for all requests and/or incidents to be made through DTS' enterprise service desk.

DEPARTMENT OF TECHNOLOGY SERVICES RESPONSIBILITIES

The Department of Technology Services agrees to:

- Arrange, approve, and provide all in-state and out of state travel for DTS employees.
- Provide current expense items for DTS staff assigned to the Department of Workforce Services. This includes the replacement of furniture, telephones, printers, fax machines, and office supplies (excluding office space, which will be provided by the agency).
- Provide and maintain DTS employees with desktop and/or laptop computers, monitors, and peripheral equipment, including a desktop standard configuration for each work station, and software tool kit as required by the business needs of the agency.
- Provide training for DTS employees.
- Reimburse the Agency up to \$200 per DTS employee / per year for office supplies provided by the Agency and consumed by a DTS employee.

UPTIME AND SYSTEM DOWNTIME REQUIREMENTS**Recommended uptime for external web applications**

DWS target uptime is 99.999%. The minimal acceptable uptime is 99.9%

Recommended uptime for internal applications

DWS target uptime is 99.999%. The minimal acceptable uptime is 99.64%

*The 99.64% was derived through a formula based on the past fiscal year averages (without outliers) plus 10%.

Application Downtime

- "Critical" downtime is defined as more than one hour of system downtime during the course of one business day, or more than one hour total during one month. Critical downtime stops the majority of users from processing their work. (For

example: one small office with network issues would not be considered "significant".)

- Each incident of critical downtime requires a corrective plan, which includes:
 - Root cause analysis
 - Documented steps to ensure problem does not reoccur
- Corrective action plan will be reviewed with department within 3 business days of incident.

Incident Management

- To the extent possible, the department will be notified of system problems prior to serious incidents using diagnostic and monitoring tools.
- SLAs include documented procedures that are executed during incidents of significant downtime, which include:
 - Initial communication to department business owners
 - Regular status updates through resolution
 - Procedures for prolonged downtime

Checkpoint / Recourse

In January 2012, a checkpoint will determine if the minimal uptime for the first half of the FY has been met. If uptime falls below the minimal acceptable average and DTS fails to present a viable and timely resolution, DTS will assist DWS in reviewing solutions including, but not limited to:

- Personnel or organization changes
- Modifications to the change control process
- Adding redundancy to some systems
- Using outside vendors

AGENCY RESPONSIBILITIES

The Department of Workforce Services agrees:

- To provide office space for DTS personnel at the work location. The work location of DTS personnel will not be subject to change by the agency without a duly signed written agreement between the agency and DTS. All agency furniture, computers, monitors, telephones, printers, fax machines, phone lines, LAN lines, and office supplies currently used to support DTS employees will remain available to DTS employees.
- To maintain close contact with the DTS IT Director assigned to the agency to help coordinate efficient DTS services within the agency.
- That all agency specific desktop computer hardware and software that is not related to a DTS employee desktop standard configuration or DTS employee software tool kit will be billed to the agency as a "pass through" expense.

- To provide space and accommodations for DTS employees' file, print, and storage requirements.

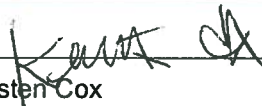
VERIFICATION AND AGREEMENT

The Department of Technology Services and the Department of Workforce Services agree that this Service Level Agreement, together with the associated product descriptions and other associated agreements, if any, constitute a binding agreement between both parties for the specified products and related services. The Department of Technology Services agrees to provide the specified services for the Department of Workforce Services as specified in the version of the product description current as of the date of this agreement, at the established rates, and for the period specified. The Department of Workforce Services agrees to pay for the services as specified.


Termination or Amendment

This agreement may be terminated only by mutual agreement. It may be amended if changes in circumstances warrant. Notice of intent to terminate this agreement or to negotiate amendments must be provided in writing to the other party at least 60 days in advance.

Agency Representative

Signature:		Date:	
Name (Printed):	Kristen Cox	Title (Printed):	Executive Director

DTS Representative

Signature:		Date:	8/8/11
Name (Printed):	J. Stephen Fletcher	Title (Printed):	CIO/DTS Executive Director